

## Terms of service

### 1. APPLICABILITY.

Unless expressly superseded by a written contract signed by an officer of NextLogistix, LLC (“BROKER”) and the party requesting services by BROKER including, but not limited to, any shipper, consignor, consignee, broker, forwarder, or any other entity claiming an interest in goods for which BROKER arranges transportation (“CUSTOMER”) these Terms and Conditions, as amended from time to time by BROKER in its sole discretion, shall govern property brokerage service (which, for purposes hereof, shall mean the arrangement of motor carrier transportation to be performed by third party Servicing Motor Carriers as defined below) provided by BROKER (“Services”), including services provided pursuant to a load confirmation. Any terms and conditions on document exchanged between the parties other than these Terms and Conditions, as revised from time to time, shall not apply to any Services and shall not be binding on or applicable to BROKER.

CUSTOMER understands and agrees that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carriers”) regardless of whether such Servicing Motor Carrier is engaged by BROKER directly or is engaged by a subcontractor retained by BROKER. BROKER and CUSTOMER represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require BROKER to provide Services upon request of CUSTOMER and BROKER reserves the right to accept or decline, in its sole discretion, any particular request for Services.

### 2. COMPLIANCE WITH LAW.

BROKER represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the Services contemplated herein. BROKER agrees to comply with all applicable federal, state and local laws regarding the provision of such brokerage Services. CUSTOMER warrants and represents that it is authorized to tender the cargo in question to BROKER and that all descriptions of the cargo are complete, accurate, and include all information required by applicable law, rules or regulation. Without in any way limiting the foregoing, if CUSTOMER tenders for transportation cargo designated as hazardous materials or dangerous goods, CUSTOMER shall be solely responsible for complying with any and all applicable laws, rules, regulations, or conventions with respect to classifying, tendering, packaging and labeling such cargo and must provide notice of any such cargo at the time a request for Services is first initiated by CUSTOMER to BROKER. When requesting service with respect to any shipment containing food that is subject to regulations of the Food and Drug Administration (“FDA”) (hereinafter, “Food”), CUSTOMER shall be solely responsible for identifying handling obligations necessary for the safe and sanitary handling of food and, at the time of the initial request for services with respect to the individual shipment, will provide written notice (each a “Food Handling Notice”) to BROKER that the consignment contains Food which Food Handling Notice must also include any special instructions or handling requirements to be imposed on the Servicing Motor Carrier. Any such Food Handling Notice shall specifically identify the consignment to which it relates and in no event shall any Food Handling

Notice apply to more than one shipment regardless of whether BROKER confirms receipt of a Food Handling Notice purporting to apply to multiple conveyances. In no event will BROKER have any obligation to provide any instructions to the Servicing Motor Carrier with respect to cargo other than those expressly noted by the CUSTOMER on a load confirmation provided by BROKER to CUSTOMER and BROKER has no obligation to comply with or pass on to the Servicing Motor Carrier any handling instructions received after the initial request for service. If CUSTOMER does not provide a Food Handling Notice, CUSTOMER warrants and represents that the cargo is appropriately packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Servicing Motor Carrier. CUSTOMER acknowledge and agrees that BROKER's sole obligation with respect to food handling and food safety is to pass through to the Servicing Motor Carrier instructions contained in a Food Handling Notice.

### 3. PAYMENT AND CHARGES.

BROKER will charge and CUSTOMER will pay the rates and charges set forth in a load confirmation or as otherwise agreed for services provided by BROKER without offset. CUSTOMER agrees to pay BROKER without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. CUSTOMER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges. If any information provided by CUSTOMER is inaccurate or incomplete, CUSTOMER acknowledges and agrees that agreed upon rates may, in BROKER's sole discretion, be revised to reflect the goods actually tendered. CUSTOMER shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by BROKER at the time BROKER arranged for services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the load confirmation.

### 4. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. BROKER IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF

### 5. SERVICING MOTOR CARRIERS.

BROKER's sole responsibility with respect to selection and retention of Servicing Motor Carriers is to make reasonable efforts to place CUSTOMER's loads with responsible Servicing Motor Carriers: (i) authorized to perform the services required by CUSTOMER; (ii) which such carriers do not hold an "unsatisfactory" or unfit safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. BROKER makes no express or implied

warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by CUSTOMER.

#### 6. BROKER INSURANCE.

BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond or trust fund agreement.

#### 7. CARGO LOSS, DAMAGE, OR SHORTAGE

BROKER shall require Servicing Motor Carriers engaged to provide transportation services to agree to be liable for loss or damage to cargo occurring while in the Servicing Motor Carrier's possession pursuant to the Carmack Amendment at 49 U.S.C. § 14706, which such liability shall be calculated based on the actual replacement cost of the lost or damaged cargo, not to exceed \$100,000 per trailer or conveyance for Full Truckload ("FTL") service, and for Less Than Truckload ("LTL") service not to exceed the LTL Servicing Motor Carrier's liability limits pursuant to its tariff, if any, or, if none, then \$2.00 per pound per package. BROKER shall have sole discretion in determining whether to arrange FTL or LTL service. The sole liability of the Servicing Motor Carrier with respect to consequences of delay shall be if the Servicing Motor Carrier fails to deliver with reasonable dispatch and such failure results in actual loss of or damage to cargo. CUSTOMER acknowledges and agrees its sole recourse with respect to cargo loss, damage, or delay shall be against the Servicing Motor Carrier and in no event will BROKER be liable for cargo loss, damage, delay or destruction, nor the consequences thereof unless caused by BROKER's gross negligence or willful misconduct. If CUSTOMER is not the owner of the cargo, CUSTOMER represents and warrants that it is authorized to bind the owner of the cargo to this provision. CUSTOMER acknowledges and agrees that failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken, missing or unreadable trailer seal, shall not result in any presumption that food has been adulterated, contaminated, or otherwise rendered unfit for its intended purpose, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. CUSTOMER is responsible for filing a claim with BROKER alleging Servicing Motor Carrier's liability for cargo loss and damage within six (6) months of the date of delivery of the cargo in question (or, if none, within six (6) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve BROKER of any and all liability with respect thereto. In no event will BROKER have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. Any lawsuit arising from such claim must be commenced within eighteen (18) months of denial of all or any part of such claim.

#### 8. RAIL TRANSPORTATION.

Notwithstanding anything in these Terms and Conditions to the contrary, in the event, whether upon request of CUSTOMER or in BROKER's discretion, any portion of the underlying transportation is performed by a rail carrier ("Rail Carrier"), CUSTOMER acknowledges and agrees that the Rail Carrier services, including, but not limited to, charges, liability (including limitations) for loss or damage to cargo, and terms and conditions of services are governed by tariffs, circulars or similar documents maintained by the Rail Carrier or other third party logistics provider arranging such Rail Carrier services (the "Rail Conditions"). CUSTOMER acknowledges and agrees that CUSTOMER, and not BROKER, shall be deemed as a shipper or beneficial cargo owner for purposes of application of the Rail Conditions. As between CUSTOMER and BROKER, CUSTOMER shall be solely responsible for: (a) proper packing of any and all shipments; (b) blocking and bracing all such cargo in accordance with the Rail Conditions, as well as in accordance with industry standards (including, but not limited to, those imposed by the American Association of Railroads via Circular 43, Rules Governing the Loading, Blocking and Bracing of Freight in Closed Trailers and Containers for TOFC/COFC Service); and (c) compliance with any and all obligations or charges imposed by the Rail Carrier with respect to tender of cargo for rail and/or intermodal transportation, including but not limited to any and all charges for accessorial services imposed by Rail Carriers whether or not included in the initial rates agreed upon by the parties.

#### 9. SHIPPING DOCUMENTS AND CONFIDENTIALITY.

Shipments tendered hereunder may be evidenced by a bill of lading or similar transportation document. In no event will BROKER being shown as the "carrier" on any such document change BROKER's status as a property broker. Upon request of CUSTOMER, BROKER shall request that Servicing Motor Carriers obtain a delivery receipt from the consignee, showing the products delivered, the condition of the shipment and the date and time of such delivery. CUSTOMER waives access to BROKER's records pursuant to 49 C.F.R. Part 371; without limiting the generality of the foregoing, in no event will BROKER be required to disclose rates or charges paid to, or negotiated with, any Servicing Motor Carrier. Each Party is prohibited from disclosing the Confidential Information of the other except as set forth herein. "Confidential Information" means any information, including without limitation, business information, transportation and freight requirements, pricing and sales information, technical information, business planning and strategies, trade secrets, and management know-how and planning, whether or not such information is identified as confidential at the time of disclosure or is disclosed in a manner that it may be reasonably inferred to be confidential and/or proprietary to the disclosing party. Confidential Information does not include information that: (i) becomes generally available to the public through no fault of the Receiving Party; (ii) is, prior to its initial disclosure hereunder, in the possession of the Receiving Party; (iii) is acquired by the Receiving Party from any third party without any restrictions on its use or disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information. The foregoing notwithstanding, confidential information may be disclosed by a party to its affiliated entities, or to the extent disclosure is required by applicable law. BROKER is allowed to disclose shipment specific routing information to the Servicing Motor Carrier, but is expressly forbidden by CUSTOMER to disclose rates or charges negotiated between BROKER and CUSTOMER.

## 10. DISPUTE RESOLUTION.

These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Delaware and in the event of any disagreement or dispute regarding services subject to these Terms and Conditions, to the extent not otherwise governed by federal law, the laws of Delaware shall apply and suit must be brought in Delaware as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes between them or otherwise involving BROKER's services.

## TERMS OF USE

### 1. ACCEPTANCE OF TERMS

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## 9. REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant that: (a) you have the power and authority to enter into this agreement; (b) you shall not use any rights granted hereunder for any unlawful purpose; and (c) you shall use this Site only as set forth in these Terms of Use.

## 10. INDEMNITY

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contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

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Email: Jason Fulford at [billing@NextLogistix.com](mailto:billing@NextLogistix.com)

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### 14. CHOICE OF LAW AND FORUM

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or relating to these Terms of Use or your use of this Site shall be filed only in the state or federal courts located in the State of Delaware, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### 15. SEVERABILITY AND INTEGRATION

This agreement, along with NextLogistix's Terms of Sale, constitutes the entire agreement between you and NextLogistix with respect to this Site and the purchase of products and services through this Site, and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and NextLogistix with respect to this site. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## 16. CONTACT INFORMATION

If have any questions or should you need any additional information about issues relating to this website and/or technical manual, please contact:

Jason Fulford

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Office phone number: 678-356-5455

Email: [jfulford@NextLogistix.com](mailto:jfulford@NextLogistix.com)